



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
PURCHASE BUREAU
33 WEST STATE STREET
PO Box 230
TRENTON, NEW JERSEY 08625-0230

NOTICE OF AWARD (NOA)

FOR

Mobile Inspection Truck, 14,000 Lb. GVWR With 16' Body & Accessories (T-2255)

Bid Number: 05-X-36681

Date Issued: 8/2/04

Using Agency

State of New Jersey
Cooperative Purchasing Members

This NOA consists of the following:

1. Original request for proposal (RFP) specifications
2. Information inserted in the above (as provided in the bid proposal by the contractors)
3. Vendor information sheet
4. Contract items by vendor
5. Contract items by price lines (in numerical order)

Note:

For information pertinent to this contract and all other New Jersey motor vehicle contracts (both road and off-road vehicles), visit the motor vehicle contracts website at the following address (lowercase):
<http://www.state.nj.us/treasury/purchase/mvcontracts.htm>

SPECIFICATIONS

FOR

Mobile Inspection Truck, 14,000 Lb. GVWR With 16' Body & Accessories (T-2255)

Bid Number: 05-X-36681

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the Department of Transportation, Division of Motor Vehicles. The purpose of this RFP is to solicit bid proposals for Mobile Inspection Truck, 14,000 Lb. GVWR Cutaway C&C W/16' Motor Home Type Body & Access.

The intent of this RFP is to award a contract to that responsible bidder whose bid proposal, conforming to this RFP is most advantageous to the State, price and other factors considered.

The Standard Terms & Conditions, [Appendix 1](#) of this RFP, will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise.

The State intends to extend the awarded contract to the Purchase Bureau's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges.

Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

1.2 BACKGROUND

This is the first time that an RFP has been developed to establish a term contract for the specified unit.

1.3 KEY EVENTS

1.3.1 QUESTIONS AND INQUIRIES

It is the policy of the Purchase Bureau to accept questions and inquiries from all vendors. Written questions should be mailed, [e-mailed](#) or faxed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Attn: Manan Desai

State of New Jersey
Division of Purchase and Property
Purchase Bureau
33 West State Street
PO Box 230
Trenton, New Jersey 08625-0230

E- Mail: Manan.Desai@treas.state.nj.us

Phone Number: (609) 984-6237

Fax Number: (609) 292-0490

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

1.3.1.1 QUESTION PROTOCOL

Questions should be submitted in writing to the attention of the assigned Purchase Bureau buyer. Written questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer, however, oral explanations or instructions given over the telephone shall not be binding on the State. Vendors shall not contact the Using Agency directly, in person, or by telephone, concerning this RFP.

1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

The cut-off date for questions and inquiries relating to this RFP is fourteen (14) days prior to the bid opening date.

1.3.2 MANDATORY SITE VISIT

Not applicable.

1.3.2 OPTIONAL SITE VISIT

Not applicable.

1.3.3 MANDATORY PRE-BID CONFERENCE

Not applicable.

1.3.4 OPTIONAL PRE-BID CONFERENCE

Not applicable.

1.4 ADDITIONAL INFORMATION

1.4.1 REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum.

ALL RFP ADDENDA WILL BE ISSUED ON THE PURCHASE BUREAU WEB SITE. TO ACCESS ADDENDA THE BIDDER MUST SELECT THE BID NUMBER ON THE PURCHASE BUREAU BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML](http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml).

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

1.4.2 ADDENDUM AS A PART OF THIS RFP

Any addendum to this RFP shall become part of this RFP and part of any contract awarded as a result of this RFP.

1.4.3 ISSUING OFFICE

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the vendor and the State for purposes of this RFP.

1.4.4 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, as to all of the requirements of this RFP.

1.4.5 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.4.6 CONTENTS OF BID PROPOSAL

The entire content of every bid proposal will be publicly opened and will become a matter of public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal. All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment to inspect bid proposals received in response to this RFP by contacting the Purchase Bureau buyer.

1.4.7 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award being made to the bidder.

1.4.8 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate [Ownership Disclosure Form](#), [Affirmative Action Employee Information Report](#), [MacBride Principles Certification](#) and business registration must be supplied by each party to the joint venture.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions shall be part of any contract awarded or order placed as a result of this RFP.

Addendum - Written clarification or revision to this RFP, issued by the Purchase Bureau.

Amendment - A change in the scope of work to be performed by the contractor. An amendment is not effective until signed by the Director, Division of Purchase and Property.

Bidder – A vendor submitting a bid proposal in response to this RFP.

Contract - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

Contractor - The contractor is the bidder awarded a contract.

Director - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division - The Division of Purchase and Property.

May - Denotes that which is permissible, but not mandatory.

Request for Proposal (RFP) - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.

Shall or Must - Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement shall result in the rejection of a bid proposal, as materially non-responsive.

Should - Denotes that which is recommended, but not mandatory.

State - State of New Jersey

Using Agency[ies] or Agency[ies] - The entity[ies] for which the Division has issued this RFP.

2.2 CONTRACT SPECIFIC DEFINITIONS

State Agency - Any department or Agency, which is a part of the New Jersey State government, such as the Department of Transportation, Department of Environmental Protection, Department of Corrections, Department of Human Services, Department of Law and Public Safety and Department of the Treasury. For a complete list of all State Agencies, visit the State website at (lowercase): www.state.nj.us.

Non-State Agency - Any using Agency other than the State Agency. Any quasi-State Agency or political sub-division is a non-State Agency.

Unit - Vehicle ("truck", "product", "commodity" or "item") as listed in 1.1 of this RFP and specified herein.

GVWR - Gross Vehicle Weight Rating; the maximum legal weight carrying capacity of a vehicle, including its own weight, as published by the vehicle/chassis manufacturer. GVWR shall not exceed the sum of front and rear GAWRs.

GAWR - Gross Axle Weight Rating; the maximum legal weight carrying capacity of axle components, including their own dry weights, as published by the vehicle/chassis manufacturer. GAWR equals the capacity of the least rated axle component.

Dry Weight - Curb weight or tare weight of a vehicle - weight of an empty vehicle, without any payload, driver and passenger, with fluids filled to half capacity.

Payload - Weight carrying capacity of a vehicle, excluding its dry weight, driver and passenger. Payload, when added to dry weight, shall not exceed the GVWR. Payload is limited by the front or rear GAWR.

WB - Wheelbase, the distance between the centerlines of front and rear axles.

CA - Cab-to-axle, the distance from the back of cab to the centerline of rear axle.

BBC - The distance from the front bumper to the back of the cab.

BL - Body length, overall length minus BBC

RBM - Resisting bending moment, a measure of chassis frame stiffness.

SAE - Society of Automotive Engineers

ASTM - American Society for Testing Materials

NJDMV - New Jersey Division of Motor Vehicles

FMVSS - Federal Motor Vehicle Safety Standards, as established by National Highway Traffic Safety Administration

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 CONTRACT UTILIZATION:

3.1.1 This RFP has been developed to establish a term contract to procure the specified units as a service to cooperative purchasing participants. It is anticipated that the Department of Transportation, Division of Motor Vehicles will purchase three (3) units.

3.1.2 Total amount of all contract purchases during the contract term listed on the cover sheet of this RFP (shown at the top of the cover sheet) is only an estimate. The State makes no representation and provides no guarantee as to the minimum, average or maximum volume of purchase for this term contract. The State, however, reserves the right to bid for any specific large volume purchases during the term of this contract.

3.2 CONTRACT SPECIFIC REQUIREMENTS:

3.2.1 The bidder must be able to certify that it is a franchised and/or authorized factory representative and is able to furnish the specified unit. The State reserves the right to require that such certification be delivered within five (5) working days from the time it is requested.

3.2.2 Has the bidder, its parent company or any of its subsidiaries or related companies ever received a fine or other action of a disciplinary nature from the vehicle manufacturer represented by the bidder in this bid?

No.

3.2.3 Has the bidder, its parent company or any of its subsidiaries or related companies ever been the subject of a claim by a public entity for violations of any contract provision, including price?

No.

3.2.4 Manufacturer's Certificate:

Dealers or agents submitting a bid proposal may be required to submit a letter of certification from the manufacturer whose product is bid, certifying that the bidder is authorized by the manufacturer to bid the unit specified. It will be the responsibility of the manufacturer to notify the State of New Jersey of any changes in the status of the bidder franchise.

3.2.5 By submitting a bid proposal, the bidder covenants and agrees that it has satisfied itself that it fully understands its obligation and that it will not make any claim for, or have any right to cancellation or relief, without penalty, because of any misunderstanding.

3.2.6 The unit outlined in this specification is for a standard manufacturer's product line available to the general public. This RFP is intended to be non-restrictive to allow bidders to bid any unit make, which is equal in performance to the one specified herein.

3.2.7 A bidder shall provide a new unit only. No used unit is acceptable.

3.2.8 This RFP is for the outright purchase of the contract unit only; leasing of the contract unit or trade-in against the purchase of the contract unit is not permitted.

3.2.9 The bidder shall ensure that the manufacturer whose product is bid has a servicing dealer or service location within a reasonable distance from Trenton, NJ, deemed reasonable by the State, for warranty service and/or repair. The servicing dealer or location must be equipped with and able to deliver new spare parts within twenty-four (24) hours.

3.2.10 All components of each unit supplied under the contract established based on this RFP shall be identical, i.e., alternators, filters, distributors, etc.

3.2.11 Subcontracting is permitted. Any intent to subcontract must be described in 3.2.11.5 with a list of subcontractor(s), other than the prime unit manufacturer, who will supply or install all aftermarket options required. If the bidder is a dealer or distributor for the aftermarket equipment, the bidder must so state in 3.2.11.5 and will be solely responsible for the equipment, installation and warranty. If a bid proposal does not provide a subcontractor(s)' list and/or dealer declaration, the State reserves the right to request such information from the bidder. The bidder must respond to such request within twenty-four (24) hours. If the information requested is not received within twenty-four (24) hours, the bid proposal shall be rejected.

3.2.11.1 The contractor is responsible for assuring subcontractor(s)' compliance with all terms and conditions of this RFP. The contractor will assume sole responsibility for any payments due the subcontractor(s). Nothing contained in the RFP shall be construed as creating any contractual relationship between any subcontractor(s) and the State.

3.2.11.2 The State reserves the right to approve the use of subcontractor(s) and all contractual agreements between the contractor and the subcontractor(s).

3.2.11.3 If a contractor desires to substitute any subcontractor(s) listed in the bid proposal, the contractor will so notify the State and provide the required information on the proposed subcontractor(s). The State reserves the right to reject any proposed substitute subcontractor(s).

3.2.11.4 The State reserves the right to demand the same information on any subcontractor(s) as is required from the bidder under this RFP.

3.2.11.5 List of Subcontractors:

Name, address, phone number, fax number and e-mail address of subcontractor(s):

None.

3.2.12 Post-Order Pre-Production Meeting and Inspections:

3.2.12.1 The contractor shall coordinate and attend a post-order pre-production meeting, if required by the ordering agency, at a location convenient to the ordering agency, to provide all necessary information prior to building any prototype unit or scheduling the production.

3.2.12.2 Only after the post-order meeting, if required by the ordering agency, and subsequent approval from the ordering agency shall the contractor begin the production.

3.2.12.3 The contractor shall coordinate with the ordering agency for a pre-paint inspection for each unit ordered, if required by the ordering agency.

3.2.12.4 The ordering agency reserves the right to inspect the unit at the contractor's facility or require that the unit be available for inspection at the agency site. If, during inspection at the agency site, it becomes apparent that corrections/alterations have to be made to the unit to comply with the contract specifications which cannot be accomplished at the ordering agency facility, the unit will be rejected and the contractor must transport the unit to its facility at no expense to the agency. After the unit is brought up to the contract specifications, it will be delivered back to the ordering agency for re-inspection at the expense of the contractor. For further pre-acceptance requirements, refer to 3.5 of this RFP.

3.2.12.5 For all inspections performed at the contractor's site, the contractor must provide a bay in the repair shop to facilitate the inspection of the unit.

3.2.12.6 The final inspection and acceptance of the unit shall be at the ordering agency.

3.2.13 Brand Names: Brand names have been kept to a minimum in this RFP; but if a brand name is given, unless specified otherwise, the term "or approved equal" is considered to follow the brand name. Wherever a brand name is used, it is meant to denote the minimum level of quality and performance. Any item supplied as an "equal" must be approved by the State during the bid evaluation and prior to an award. It should be understood that specifying a brand name, components or equipment in this specification shall not relieve the contractor from its responsibility to produce the vehicle in accordance with the performance warranty and contractual requirements, industry standards and practices, Federal and New Jersey Safety Standards and Regulations, Society of Automotive Engineers (SAE) standards and other applicable standards.

3.2.14 The bidder is required to have, and maintain throughout the contract term and any extensions(s) thereof, a service location responsible for delivery, inspection(s) and servicing of the contract units within a reasonable distance from Trenton, New Jersey, deemed reasonable by the State. Bidders may use a subcontractor's location to satisfy this requirement, provided such disclosure is made in the bid proposal. As stated in 3.2.11, any use of subcontractor(s) shall not relieve the contractor from its obligations under the contract established as a result of this RFP.

3.2.15 The State reserves the right to inspect the bidder's and/or subcontractor(s)' facility. This provision applies during the evaluation period, the contract term and any extension(s) thereof.

3.2.16 The bidder shall provide the vehicle as a certified low emission vehicle (LEV) or cleaner if available from the manufacturer at no extra charge.

3.2.17 OEM Equipment/Parts: All of the standard and optional equipment/parts provided are to be original equipment manufacturer's item when available.

3.3 VEHICLE SPECIFICATIONS - GENERAL PROVISIONS:

3.3.1 IMPORTANT NOTE: Each unit and its components shall be completely assembled, serviced and ready for use when delivered to the ordering agency. Unless specified otherwise; any parts, components, equipment, controls, materials, features, performances, capacities, ratings or designs which are standard and/or necessary to form an efficient and complete working unit shall be furnished whether specifically required herein or not. Any item not specified herein but deemed necessary for the application shall be supplied and shall meet the industry standards and practices, Federal and New Jersey Safety Standards and Regulations, and SAE and other applicable standards.

3.3.2 Undercoating: Manufacturer's standard for cab and chassis, and body.

Bidder to list what is provided:

Cab and chassis: TECTYL506 Coating

Body: TECTYL506 Coating

3.3.3 Finish: The unit and all its components are to be cleaned and painted with manufacturer's standard primer, and finished with manufacturer's standard lead-free paint color. All paint shall be same shade. The ordering agency will specify manufacturer's standard one-tone paint color at the time of ordering.

The three (3) units for the Division of Motor Vehicles shall be painted manufacturer's standard white.

3.3.4 Weight:

NOTE: Bidders will supply the following information with the bid proposal. Failure to provide this information may disqualify the bid.

3.3.4.1 Dry Weight:

Estimated dry weight of the finished truck with all components installed:

Front axle-----3,400 lbs.

Rear axle-----7,200 lbs.

Total-----10,600 lbs.

Contractor must supply dry weight of unit and components at time of delivery, in the form of a weigh station weight slip, as follows:

Dry weight of finished truck with all components installed:

Front----- lbs.

Rear----- lbs.

Total----- lbs.

3.3.4.2 Bidder must complete the following chart at the time of submission of the bid.

Gross Vehicle Weight Rating Chart

Wheelbase:176" Cab-To-Axle (CA): 115"

Front Component Ratings		Rear Component Ratings	
Component	Rating lbs.	Component	Ratings lbs.
Front axle	4,600	Rear axle	9,450
Front springs/ suspension	4,600	Rear springs/ suspension	9,450
Front tires/ rims	E-Range	Rear tires/ rims	E-Range
Front G.A.W.R.	4,600	Rear G.A.W.R.	9,450
(least rated front component)		(least rated rear component)	
G.V.W.R. 14,050 lbs.			
(Total of front GAWR and rear GAWR)			

3.3.5 Manuals: If available, the contractor shall supply one line set sheet for each unit. A unit shall comprise each and every assembly system and/or component. In addition to any line set sheet, the contractor shall provide the operation and maintenance manuals for each and every assembly system and/or component that makes up the unit. The contractor shall also include any other manuals that the manufacturers provide as the standard manuals.

Examples of, but not necessarily limited to, assembly system and/or component includes:

- a) Engine
- b) Drive system
- c) Electrical system
- d) Body

Note: These manuals are required as a part of base unit purchase (price line 1) and are not part of the "Optional Manuals" specified in 3.4.3.

The manuals shall be delivered directly to the ordering agency, upon delivery of the first unit. Failure to supply these manuals shall hold up processing of invoices for payment.

3.3.6 Training: Complete instructions on the operation and maintenance of each unit and a demonstration on the operation of the unit shall be given by the contractor, if requested by the using agency. Training is to include driver training with instruction on proper operation of the vehicle. Basic preventive maintenance of the vehicle to also be included in this training session. This demonstration shall be a formal training session and shall be arranged with the contractor, conducted within two (2) weeks of delivery of the first unit, at the convenience of the ordering agency. The training session shall be conducted at the location of delivery or at any field location, within the State of New Jersey.

3.3.7 Guarantee/Warranty: The contractor must guarantee that the unit and all its component parts will comply with the current, applicable Federal Motor Vehicle Safety Standards (FMVSS) and New Jersey State motor vehicle code regulations, performs their functions adequately, and operates successfully without undue wear or vibration. The contractor agrees to immediately replace and install free of charge, any part that may break or fail by reason of defective material or workmanship within a period of one (1) year from the date of acceptance by the agency.

The successful bidder must supply the following at the time of delivery:

1. Diesel emissions approval sticker
2. Manufacturer's Certificate of Origin

Bidder to indicate standard guarantee which exceeds the specified one year period:

3.3.7.1 Cab and Chassis:

Coverage: Standard Ford warranty.

Warranty period: 3 years or 36,000 miles

Parts covered. Yes; Labor covered. Yes

Parts and/or labor 100% covered. Yes

Deductible: 0

3.3.7.2 Engine:

Coverage: Standard Ford warranty.

Warranty period: 3 years or 36,000 miles

Parts covered. Yes; Labor covered. Yes

Parts and/or labor 100% covered. Yes

Deductible: 0

3.3.7.3 Transmission:

Coverage: Standard Ford warranty.

Warranty period: 3 years or 36,000 miles

Parts covered. Yes; Labor covered. Yes

Parts and/or labor 100% covered. Yes

Deductible: 0

3.3.7.4 Corrosion:

Coverage: Standard Ford warranty.

Warranty period: 3 years or 36,000 miles

Parts covered. Yes; Labor covered. Yes

Parts and/or labor 100% covered. Yes

Deductible: 0

3.3.7.5 Body:

Coverage: Standard Ford warranty.

Warranty period: 3 years or 36,000 miles

Parts covered. Yes; Labor covered. Yes

Parts and/or labor 100% covered. Yes

Deductible: 0

3.3.7.6 Emergency Lighting:

Coverage: Federal lights - 3 years parts, 1 year labor; Federal speaker - 2 years parts, 1 year labor; Whelen lights - 2 years parts and labor

Parts covered. Yes; Labor covered. Yes

Parts and/or labor 100% covered. Yes

Deductible: 0

Deviation or Substitution: None.

3.4 VEHICLE SPECIFICATIONS - TECHNICAL PROVISIONS:

3.4.1 14,000 Lb. GVWR Cutaway Cab & Chassis, to Accommodate 16' Body

3.4.1.1 Application: A 14,000 lb. GVWR cutaway cab and chassis, 176 in. DRW standard, shall provide the foundation for the truck, for use during roadside testing of vehicles.

3.4.1.2 Dimensions and Capacities (approximate):

GVWR-----14,000 lbs.

WB-----176"

Deviation or Substitution: None.

3.4.1.3 Axles:

Front - Type-----Manufacturer's Standard
Capacity -----To meet GAWR

Rear - Type-----Manufacturer's Standard
Capacity-----To meet GAWR

Cruising Speed W/Full Load----65 Mph

Deviation or Substitution: None.

3.4.1.4 Brakes:

Manufacturer's standard power brakes and parking brake,

Note: Non-asbestos brake linings to be supplied.

Deviation or Substitution: None.

3.4.1.5 Cab:

Type-----Cutaway

Seats----High-back cloth and vinyl driver and passenger seat with safety belts to be provided in the cab. Note: A side facing two passenger bench seat with safety belts is to be provided in the body behind the driver's seat and is to meet Federal standards.

All steel with safety glass tinted windshield and side windows, internal push-button door locks on all doors with external keyed lock on right and left front doors. All doors to have safety latches. Windshield washers, dual note horn(s), dual sun visors, dome light, dual armrests, light switches, 12-volt accessory outlet, ignition, glove box or dispatch case. Two (2) complete sets of keys to be supplied.

Aluminum tread plate running boards to be attached to the frame of the truck for ease of entry. They are to extend from the front wheel well to the end of the cab.

Gauges----Ammeter or voltmeter, oil pressure, water temperature, fuel, speedometer, odometer, and Hobbs engine hour meter.

Note: Engine hour meter to be wired to a normally open oil pressure switch or by other means so meter will operate only while engine is running and not merely by the ignition switch.

Outside rear-view mirrors

Quantity-----2, one each side

Type-----Manufacturer's telescoping trailer tow mirrors or equal with lower convex section.

Windshield Wipers-----Left and Right

Type-----Heavy duty, electric, intermittent.

Capacity-----To be of sufficient capacity to handle a continuous snow load.

Factory Installed-----Tilt steering wheel, cruise control, air conditioning and AM/FM stereo cassette with 4 speakers (2 in front and 2 in rear – body) to be provided

Heater and Defroster-----Heavy Duty

Type-----Fresh Air

Brake Controller--Electric brake controller to be mounted in the cab.

Deviation or Substitution: None.

3.4.1.6 Cooling System:

Radiator - Type-----Increased capacity with coolant recovery system.

System to be capable of maintaining a safe operating temperature over extended idling periods.

System to be protected with long-life coolant (EC-1) to -34 degrees F.

Deviation or Substitution: None.

3.4.1.7 Electrical System:

Alternator-----Dual, 110 amp each, alternators.

Battery (cold-cranking amps.)---1200 CCA at 0 degrees F. 72 amp hour minimum or manufacturer's optional increased capacity battery, if available. An auxiliary battery of equal or greater capacity of the starting battery to be provided. Auxiliary to charge from vehicle alternator, be isolated from vehicle starting battery, and be equipped with a cut-off switch.

Bidder to list battery CCA at 0 degrees F: 1300 CCA

Note: An auxiliary battery over and above the two starting batteries will be supplied in compliance with the specifications.

Automatic charge protection which increases engine speed to approximately 1300 rpm under full electrical load to be provided. (This may be a cab and chassis electrical option or an aftermarket component.)

Rear Lights-----Combination dual stoplights, tail lights, directional signals, 4-way flashers, reflectors, back-up lights and license plate light.

Front Lights-----Manufacturer's standard headlights, directional signals, 4-way flashers and parking lights.

ICC Lights-----To meet FMVSS standards.

Back-Up Alarm-----Electrical type, operable in reverse. to adjust automatically to ambient noise levels - 87 through 112 db, Ecco Smart Alarm model SA 914 or approved equal.

Junction Block(S)-----A separate junction block(s) for circuit breakers and ATC or ATO blade type fuses to be mounted in vehicle box, as close to the auxiliary battery as possible. Block(s) to be individually labeled for all of the accessories identified in this specification, unless specified otherwise. Junction block(s) are not to be exposed to weather or road dirt.

Fuses/Circuit Breakers--Fuses or circuit breakers are to be provided for the legs of all solenoid actuated functions.

Fuse panel is to be located in glove box or other convenient location. All electrical wires to be copper stranded, plastic covered and enclosed in loom. All exposed electrical junction blocks to be enclosed with a boot for protection against salt and road chemicals. All electrical circuits are to be equipped with fuses or circuit breakers for protection against overload of wiring and electrically operable devices. Any splices in the battery cable or other electrical cables are to be sealed with heat shrink tubing or the like.

Deviation or Substitution: None.

3.4.1.8 Reserved.

3.4.1.9 Engine:

Type-----Diesel

Displacement-----6.0L
Horsepower-----210 HP
Torque-----440 lb. ft.

Engine to include an external oil cooler, a fuel line filter and water separator.

Electrical block heater mounted in block, 500 watt, 120-volt with flush mounted NEMA 5-15 configuration body receptacle (male), with spring loaded weather cap. The system is to come with a 25 Ff., "UL" approved for outdoor use, grounded extension cord, 12 gauge wire. The female connection of the cord to fit the weathercap assembly. Electrical block heater cab connection to be located on driver's side of vehicle in front of or under the driver's side door.

NOTE: No splices are permitted in the block heater electrical line. If a junction must be made, it is to occur inside a waterproof outlet box, resistant to salt and road chemicals. Junction box is to be insulated from the truck's cab and chassis.

NOTE: Engine block heater weatherproof receptacle it to be sealed by spraying the rear wire connecting terminals with Armor #17 (or Krylon or equivalent) clear plastic (care should be taken not to spray the receptacle contact prongs). Rear wire covering boot is to be sealed at both ends with silicon rubber adhesive sealant (Mopar #4318025 or equivalent) or appropriate caulk to seal the boot to the receptacle housing and to the wire lead.

Exhaust-----Horizontal muffler, with horizontal discharge to rear on curb side of vehicle.

Deviation or Substitution: None.

3.4.1.10 Frame:

Type-----Formed steel channel main rails and crossmembers.

Deviation or Substitution: Standard Ford factory frame.

3.4.1.11 Fuel System:

Capacity-----50 gallons

Inside cab mounted tanks not acceptable. Two (2) fuel tanks with a combined capacity of 50 gallons will be acceptable. Fuel tank to have lock type fuel fill cap with two (2) keys.

Unit to be delivered with 1/2 tank of fuel and clearly labeled "Diesel Only" in 1" high letters.

NOTE: Fuel inlet and hoses are to be routed to the tank to accommodate maximum fuel delivery without backup or spillage.

Deviation or Substitution: None.

3.4.1.12 Steering:

Type-----Power with tilt wheel

Deviation or Substitution: None.

3.4.1.13 Suspension:

To meet GVWR of vehicle.

Bidder to list below:

Front - Capacity-----4,600 lbs.

Rear - Capacity-----9,450 lbs.

Heavy duty front and rear shock absorbers, front stabilizer bar to be included.

Deviation or Substitution: None.

3.4.1.14 Transmission:

Type-----Automatic, five-speed with overdrive.

Unit to have water to oil transmission oil cooler, it may be part of increased capacity radiator.

Deviation or Substitution: None.

3.4.1.15 Wheels:

Type wheels-----Disc (dual on rear), hub piloted, if available

Quantity-----7, including spare

Deviation or Substitution: None.

3.4.1.16 Tires:

Type-----Tubeless, highway tread on front. Mud/snow type tread on rear. (All season tires are acceptable on all wheels.)

Quantity-----Seven (7) including spare, dual on rear

Size-----LT225/75R-16E, or approved equal

Tire load rating is to meet or exceed the GVWR requirement.

Bidder to list size of tires bid: LT225/75R-16E

Manufacturer's recommended tire pressure to be stenciled in black paint over each tire on body, 1" high letters. Spare tire is to be mounted on spare rim.

Deviation or Substitution: None.

3.4.1.17 Mud Flaps:

Mud flaps are to be mounted behind the rear wheels. No advertisement permitted. Mud flaps to be anti-sail.

Deviation or Substitution: None.

3.4.1.18 Emergency Lighting:

A. Light bar:

One (1) light bar, Federal Model SH5205, or equal, is to be mounted to front of aerodynamic wind deflector via platform style brackets. Area where brackets are mounted is to be reinforced with backing plates. The light bar is to be 52" long, incorporating four (4) primary (50 watts) rotating halogen lights, with mirrors, two (2) forward facing takedown lights, and two (2) alley lights, the dome to be amber color. Rotating lights color to be determined. Speaker and siren to be included, speaker to be 100 watt rated and grille mounted. Wiring to cab of truck to be water-tight via platform style mounting brackets. Switches to be mounted in cab.

Bidder to list make/model offered:

Make: Federal Model: Street Hawk - SH5205

B. Hide-A-Way Strobes:

One (1) set of hide-a-way strobes, flange mount are to be located within a 1" hole inside the front directional lamp assembly (one each side). Strobes to be Whelen Model 238 or approved equal. Power supply to be Whelen Universal (60 Watts) or approved equal with a 5-year warranty. Lights to flash alternately.

Bidder to list make/model offered:

Strobe:

Make: Whelen Model: HA238C

Power Supply:

Make: Whelen Model: UPS 690

C. Arrow Light Bar:

An arrow light bar approximately 48" x 2-1/2" is to be installed at the rear of the body as high as practicable. It is to consist of 8 to 10 bulbs with reflectors, sealed in a metal housing with high impact lenses. A cab mounted control panel to enable operator to select: Sequential right, sequential left, in/out alternating, and center/out.

Bidder to list make/model offered:

Make: Federal Model: Signalmaster Halogen - #320182

D. Rear Mounted Strobe Lights:

Rear mounted strobes: One (1) set of two (2) rear amber strobes (Whelen Model S8EC20AU or equal) shall be installed. Rear mounted strobes to be powered by the same power supply as front Hide-A-Way strobes.

Bidder to list make/model offered:

Make: Whelen Model: S8EC20AU

Deviation or Substitution: None.

3.4.1.19 Collision Avoidance System:

A 7" black and white monitor with camera (9 audio VOX Model ANSO78 or equal) is to be included. Camera is to be installed at the rear of the van and include audio. The camera is to be vibration-proof and weatherproof, securely mounted on adjustable bracket on top of arrow light bar.

The monitor is to be mounted in the cab visible to the driver, not interfering with normal line-of-sight while driving. Monitor adjustment up/down and sideways is to be provided to allow viewing by various operators.

All electrical circuitry to be enclosed in a weatherproof loom. All connections to be waterproof. Connectors for trailer camera to have waterproof caps when not connected.

Deviation or Substitution: None.

3.4.1.20 Chassis Equipment:

Cross type rim wrench, jack of ample capacity to be provided with each unit.

Emergency warning triangles----To meet FMVSS 125; one (1) set of three (3) triangles packed in storage case, mounted in cab where designated by using agency. Grote model 71422 or approved equal.

Fire Extinguisher-----One (1) 10 lb. dry chemical fire extinguisher, 10 B.C. rating is to be supplied. Extinguisher and mounting brackets are to be shipped loose.

First Aid Kit-----One (1) first aid kit (10 person) is to be provided. It is to have a weatherproof plastic case and a basic instruction manual.

Deviation or Substitution: None.

3.4.2 16' Custom Van Body

A 16' Motor Home type custom van body, (Supreme Body Co. Inner City body with high hat feature, Utilmaster Aero-Can Utilivan or approved equal) shall be mounted to the chassis specified in 3.4.1. (Please refer to the Attachment #1 for floor plan.)

3.4.2.1 Dimensions: (Approximate)

Inside body length -----16'

Inside body height -----84" (with exposed wheel wells)

Interior Body Width -----91"

3.4.2.2 Body Construction:

Body -----All welded superstructure with wall posts on 16" centers and high gloss exterior aluminum walls. Aerodynamic body corners. Radius end caps and front corner posts. Front of roof (above cab) to have aerodynamic cover (fiberglass or metal) as integral part of body. This cover to be full width, extending from top of cab to top of body. Skirting to be installed below floor area both sides of van body.

Roof-----One piece .032 minimum aluminum for water tight integrity.

Floor-----2" x 6" dense pine sub flooring, to be leveled with ½" minimum A/C exterior finish plywood.

Floor surface in office area to be plywood with "Lonseal #161 metallic grey" or equal rubberized flooring installed.

Interior-----All interior walls and ceiling to be lined with 2" thick foil backed fiberglass insulation. Walls and ceiling to be finished in Kemply or equal surfaced fiber substrate panels. Panels to be white pebble grain finish. Panels secured to vehicle support ribs via industrial grade aluminum rivets.

Side Door-----A 30" x 72" door is to be located at the front of the body on the passenger's side of the vehicle. It is to be lockable and have a window and screening. In addition, a dead bolt lock is to be included.

Step Well-----To be a 2 step aluminum diamond plate surface with light. To be equipped with side grab handles to aid in entrance and exit of body.

Privacy Curtain-----To be installed behind rear side facing seats. It is to be full width and full height of the office area.

Exterior Rear Panel-----To include two (2) rear doors – 48" wide total with stationary windows. Doors to have heavy duty handle and lock. In addition, a dead bolt lock is to be included. Door holdbacks to be installed to secure doors in open position. Grab handles to be included on doors. Side and rear doors to be keyed alike.

A 22" x 34" jalousie window with curved corners (approximate dimensions) is to be installed on the passenger's side of the body directly above the desk area. Window to have screen and privacy curtain.

Deviation or Substitution: 90" inside body height provided with "High Hat" feature.

3.4.2.3 Rear Bumper:

A full width bumper, 12" deep step, to be installed at rear of body. It is to be constructed of self-cleaning Bustin-type safety tread material with welded steel perimeter frame.

Deviation or Substitution: None.

3.4.2.4 Trailer Cable Connector:

Unit to have an A.T.A approved 7-wire detachable plastic female trailer connector, with rubber boot, factory wired to S.A.E and 7-wire A.T.A color code standards, mounted at rear bumper. All wiring to be protected from salt and corrosion.

Deviation or Substitution: None.

3.4.2.5 Combination Ball/Pintle Hook:

A combination ball/pintle hook mounted 18" from ground to be provided at the step bumper. A heavy wall 2" receiver is to permit easy installation/removal of the ball/pintle hook assembly by means of a pin. The ball/pintle hook assembly may require an elbow to meet 18" height. Two (2) lunettes to be securely fastened to step bumper.

Deviation or Substitution: None.

3.4.2.6 Awning:

Full length awning, Spirit FX or approved equal, is to be installed on driver and passenger side of vehicle constructed of heavy duty vinyl framework and aluminum roller. Vinyl fabric to be 18 oz. 1000 denier with weatherguard protection, blue and white in color.

Built-in awning tie-downs with anchor and slack springs, rafter lock, self-lock handle, single track slider, no-want remote lock and self-storing weather shield to be included.

Deviation or Substitution: None.

3.4.2.7 Electrical:

Dome Lights-----Four (4) 12-volt dome lights to be installed on ceiling of vehicle: Lights to be evenly spaced along centerline of vehicle. Third light to be in rear seat(s) area behind driver – centerline of vehicle. Lights switched from switch panel in cab.

Fluorescent Lights---Three (3) 120-volt fluorescent lights, 48" long ((K13 VT232 or approved equal) to be installed in work area. Two (2) in area aft of privacy curtain and one (1) in front section.

Lights is to be for damp location, consisting of two (2) 40 watt energy saving vibration proof bulbs with 0 degrees rapid start ballasts each. One switch to be installed at desk area for aft mounted lights and one switch mounted next to generator compartment for forward mounted switch.

Outlets: Two (2) six-position power strips are to be installed. One (1) centered over desk area and one (1) on driver's side wall. Four (4) additional duplex receptacles to be mounted on the exterior of the vehicle, two (2) on each side of vehicle. They are to be waterproof with flip-up cover, all exterior outlets to be GFI protected. Exact location of outlets to be approved by using agency.

Breaker Box ---- A breaker box is to be installed with two (2) 30 amp, 120-volt main breakers and eight (8) breakers. The following breakers to be included: One (1) 15 amp circuit breaker for all body interior lights; one (1) 15 amp circuit breaker for the two computer stations, one (1) 20 amp circuit breaker for the outside receptacles, one (1) 20 amp circuit breaker for interior duplex receptacles, one (1) 15 amp circuit for the analyzer, one (1) 20 amp circuit breaker for roof mounted air conditioner and two (2) extra 15 amp breakers. Breakers to be labeled.

Wiring Management -----All wiring for van body to be installed along upper vehicle perimeter in wire trough with covers. Wiring routed to required locations within vehicle walls. No exposed wires or surface mounting of wiring allowed.

Wiring diagram is to be provided.

Deviation or Substitution: None.

3.4.2.8 Roof Mounted Air Conditioner:

An air conditioner to be installed on the roof of the van body within the office area. It is to be Coleman Model 7333 or approved equal. Capacity to be 13,500 BTU cooling. It is to be added to the generator specified in 3.4.2.8. Switched at the source.

NOTE: Roof of body to be properly reinforced to support weight and vibration of air conditioner.

Deviation or Substitution: None.

3.4.2.9 Auxiliary Heater/Air Conditioner:

An auxiliary heater is to be installed in the body area. Auxiliary rear heat and air conditioning system to have 24,000 BTU minimum heat rating and a 13,000 BTU minimum air conditioning rating.

Unit to be a secondary (Slave) unit to existing vehicle system. Auxiliary system is to be mounted with the air duct to provide even distribution to the rear area.

System to feature a secondary evaporator system that is dedicated to the rear area and a secondary heat radiator. Two (2) baseboard style 1500 watt each electric heated with fans to be installed. One (1) unit in rear work area and one (1) unit in forward seating area of box.

All controls for the auxiliary system to be conveniently dash mounted for operation by the driver.

Deviation or Substitution: None.

3.4.2.10 Generator Battery:

Generator Battery-----A battery, approximately 600 CCA at 0 degrees F, is to be included. It is to supply power for starting the generator. It is to be installed in an accessible area for maintenance and removal. A 4 gauge cable and hold-down to be included. Charging of the battery to be by the generator's battery charger. Battery to also be charged from vehicle alternator but remain isolated from vehicle starting battery.

Deviation or Substitution: None.

3.4.2.11 Access Door:

One (1) cable access door is to be provided on driver's side of the body. Door is to measure approximately 10" x 12". Door to be weather-sealed, flip-down type and feature inner plastic strips to reduce heat/AC loss to exterior of vehicle. (Please refer to the attached drawing for placement of access door.)

Deviation or Substitution: None.

3.4.2.12 Side Facing Seats:

Seating for two (2) personnel to be provided behind driver in body area. Seating to consist of one (1) bench seat adequate for two (2) full size adults. One seat belt per person to be included.

Deviation or Substitution: None.

3.4.2.13 Slide-Out Computer Station:

A slide out computer station is to be provided on driver and passenger side of vehicle. Station is to consist of a slide-out table, which can securely hold a 21" CRT monitor, a flip-up door and a receiver for a removable computer keyboard tray. Flip-up door to act as a sunscreen for computer monitor.

The slide-out table is to be situated directly inside the door. It is to be able to be secured in the fully retracted and extended position. In the extended position, an operator should be able to view the screen while standing directly outside of the vehicle.

The flip-up door is to measure approximately 24" x 24". The top of the door opening is to be 84" from ground level. The door is to incorporate low pressure lift(s) for easy open/close. It shall be constructed to allow minimum deflection of the door and the door opening framework during operation. The door or compartment perimeter is to incorporate weatherproof gasket(s) and have plastic slats to reduce loss of heat/AC from vehicle.

The door is to be lockable from the outside of the vehicle. Two (2) sets of keys to be provided.

A receiver or wide lip is to be situated at the lower part of the door opening on the outside of the vehicle. This will be used as a rest for a removable computer tray.

The tray is to be constructed of rigid aluminum with a lip on the forward portion to aid in securing the keyboard. Brackets extending vertically upward from the tray are to be of adequate strength to hold the weight of the tray and the keyboard. Tray height from the ground in operational position is to be approximately 44".

Deviation or Substitution: None.

3.4.2.14 Furniture and Accessories:

Vehicle cabinetry, desk frames, wall cabinets etc., shall be of robust durable construction utilizing welded steel tube framing and aluminum panel construction. Cabinets of wood or wood type construction will not be accepted.

All metal constructed cabinetry, framework, etc. shall have an industrial baked on polyurethane paint finish that is applied in the following (minimum) manner: Vapor wash, thoroughly dried, undercoated with phosphoric acid primer and finished in a textured polyurethane paint that is applied in two (2) coats to a minimum thickness of two mils. Finished metal work/cabinets to be baked in a convection oven to harden and cure finish.

One (1) file cabinet to be installed under the desk top, as noted in the attached drawing, on passenger side. Cabinet to have three (3) lockable drawers. Cabinet to be mounted and measure approximately 14-7/8" wide x 20" deep, mounted to have an overall minimum height.

Desktop: Desktop is to be installed on the passenger side of the body to the wall of the vehicle directly above the two file cabinets. It is to measure 65" long x 24" deep and 1-5/8" thick. It is to have white leather finish with Armor edge.

Wall Cabinets: There are to be six (6) wall mounted aluminum cabinets with sliding smoked (tinted) plexiglass doors. Each cabinet to measure 36" x 12" x 12". Three (3) cabinets each to be located on driver's side and passenger side of vehicle. Cabinets to have a tapered front face design, feature high strength magnetic door latches and recessed chrome plated finger clips.

General Storage Cabinets:

A single-door general storage cabinet that may be utilized to house an optional on-board sink, and a two-door general storage cabinet, mounted above generator compartment, shall be supplied. Cabinets to be of welded tubular steel frame and aluminum panel construction.

Cabinets to have Formica finished doors equipped with vise action positive latching mechanisms with an adjustable grip range of 1.53" to 2.15". Formica finished doors to be mounted to steel frame of cabinets via self-closing European style hinges that are recess mounted into doors. All hardware utilized for vehicle cabinetry to be heavy duty and designed for mobile applications. General light duty, home or decorative hardware is not acceptable.

Deviation or Substitution: None.

Metal Sled Chair: A metal sled chair is to be included. It is to measure approximately 20" x 19" x 34". It is to have full armrests. Frame of chair to be black. Upholstery to be commercial grade burgundy cloth. Chair to be secured while vehicle is in motion.

Deviation or Substitution: None.

Portable Work Station: A removable work station constructed of welded tubular frame and aluminum panel construction is to be installed and secured in vehicle via rubber clamps. Unit to measure 45" high and feature a Formica work top measuring 24" x 24".

Deviation or Substitution: None.

Gas Bottle Holders: On the driver's side of the vehicle, a set of metal holders which will securely retain five (5) gas bottles to the interior wall directly above the wheelwell to be included. Two (2) sets (10 total) quick-disconnect fabric straps are to be included for each bottle.

Gas bottles measuring 7" diameter and 39" high are not included with this bid.

Deviation or Substitution: None.

Gas analyzer hold-down: A gas analyzer (not included with this bid) will be stored on the driver's side of vehicle and just aft of the side facing bench seat and privacy curtain. The analyzer measures 36" x 36" x 60", containing four (4) casters for mobility.

Quick-disconnect features at the front and rear of the analyzer which mate to the floor and wall will be required. These hold-downs are to allow the analyzer to be positioned without interference from other fixed objects while moving it in and out of the rear doors.

Note: Presently, there are no features on this electronic analyzer to properly secure it during transport.

Design of hold-downs are subject to approval of using agency.

Deviation or Substitution: None.

3.4.2.15 Generator Cabinet:

Generator cabinet to be constructed of a minimum .060, 3003 H14 aluminum. Cabinet to be fully sealed to vehicle interior and be lined with noise suppressing insulation.

Deviation or Substitution: None.

3.4.2.16 Generator– 7,500 watts

A 7,500 watt diesel powered generator (Onan Commercial Quiet Diesel or equal) with sliding tray is to be installed in its own compartment located on passenger side of body at the front of the body. Sliding tray may be deleted if oil change, filters and scheduled PM servicing can be accomplished without generator removal. Without a sliding tray, there is to be no lip on the floor so that the generator may be slid out for major repair. It is to have an electronic governor for tight frequency control for powering sensitive electronic devices.

The compartment to be located as low as possible and maintain adequate ground clearance. A drain hose and hole in floor to be included to aid in changing oil. A locking door with door check to be included.

The generator is to have a 12-volt electric start, spin-on oil filter, full pressure lubrication, automatic low oil pressure shutdown, and automatic choke and engine hourmeter. Controls for the generator to be installed in rear work area. Two (2) 30 amp 120-volt outlets to be included. Note: A 10 amp battery charger to be included.

The exhaust is to incorporate fitting(s) which will permit the use of a quick-disconnect vertical pipe with heat shield. This pipe is to direct exhaust gas above the roof of the body. A rain cap or elbow is to be included. This pipe should consist of two equal quick-disconnect lengths for easier handling and transport. Exhaust may be permanent and within the body and is subject to approval by the using agency.

Fuel for the generator to be routed from the vehicle's fuel tank.

Deviation or Substitution: None.

3.4.2.17 Road Spray Suppression:

A brush type road spray suppression strip, Universal Brush Manufacturing Co., Dirt Skirt/Splash Guard or approved equal, is to be installed across the width of the body, at body rear. Road suppression strip is to be fastened down each side of the bottom of the body (except for the wheel wells).

Deviation or Substitution: None.

3.4.2.18 Exterior Storage Compartments:

Two (2) exterior street side mounted storage boxes constructed of 0.125" 5052-H32 brushed satin #2 finish marine grade aluminum. Interior compartment dimensions of 68" x 17" x 12". Both mounted on street side.

Box pan door construction mounted over interior integral rain gutter. Door mounted with .070 thick stainless steel hung with 1/4" pin and 3/8" knuckle.

Stainless steel 2-point securing T-handle.

Vise action lockable compression latch keyed same as generator access door.

All mounting hardware to be stainless steel.

Deviation or Substitution: Vehicle floor plan will only allow one exterior storage box of 68" length and one box of 46" length on street side. Final approval of layout (before production) is to be approved by using agency.

3.4.2.19 Optional Equipment:

A. Battery Conditioner Charger

One (1) Kussmaul Model 091-74-12 or equal, automatic multiple battery charging system with "battery saver" circuit. Unit to maintain charge of vehicle starting battery, auxiliary battery and generator battery.

B. Refrigerator

A heavy duty steel framed refrigerator cabinet. Refrigerator cabinet equipped with 16 gauge flat expand metal screening at both upper and lower edges to provide air flow/cooling, as per refrigerator manufacturer's specifications.

A Norcold Model DE351 or equal, 2 cubic foot refrigerator, to be mounted in cabinet. Unit is dual voltage 12V DC/120V AC, iceless refrigerator with freezer shelf.

C. Water Cooler

An Elkay Model RC100 or equal, water cooler with six (6) gallon water bottle to be mounted next to desk.

D. Sink

On board stainless steel sink is recessed in Formica countertop complete with 3" backsplash. Sink faucet is operated by a 12-volt electric water pump system. A 12 gallon polyethylene water reservoir is to contain automatic over fill features with exterior water filling hook-up and drain. Wall mounted C-fold paper towel dispenser and liquid soap dispenser supplied with sink.

Deviation or Substitution: None.

**3.4.3 Option: One Set Of Parts, Service and O&M Manuals
(Price Line: 2)**

3.4.3.1 Optional manuals: One set of parts, service and operation and maintenance manuals for each and every assembly system and/or component that makes up the unit shall be provided as follows:

1 - Set of parts manuals (illustrations and text) bound or with binders, on micro-fiche or CD-ROM, if unavailable bound.

1 - Set of complete shop repair (factory service) manuals bound or with binders, on micro-fiche or CD-ROM, if unavailable bound.

1 - Set of complete operation & routine maintenance manuals

1 - Set of electrical schematics

1 - Set of troubleshooting manuals for the diesel engine

Examples of, but not necessarily limited to, assembly system and/or component includes:

- a) Engine
- b) Drive system
- c) Electrical system
- d) Stake body
- e) Liftgate
- f) Generator

The manuals shall be delivered directly to the ordering agency, upon delivery of the first unit. Failure to supply these manuals shall hold up processing of invoices for payment.

Deviation or Substitution: None.

3.5 CONTRACT IMPLEMENTATION

3.5.0.1 Note: In the event of a manufacturer's price decrease and/or model rebate during the contract period, the State will receive full benefit of such price reduction on any subsequent order placed during the contract period, in accordance with 4.1 (price fluctuation during the contract) of the standard terms and conditions. The State reserves the right to request any information on price concessions, price reductions, monetary benefits, rebates or any promotional programs offered by the manufacturer, and verify the information provided by the contractor with the manufacturer or any third party any time during the term of the contract. The State must be notified, in writing, of any price reduction or rebate within five (5) days of the effective date.

3.5.1 Placing Orders for Contract Units:

3.5.1.1 I M P O R T A N T N O T E: This term contract permits users to order the contract unit only. Any option that is not specified in this RFP is not permitted.

3.5.1.1.1 Contractor shall not substitute any item (part, component, equipment, feature, accessory, material, performance, capacity, rating, design or control), which is a part of the contract unit, without written authorization to do so from the buyer noted on the cover sheet of this RFP.

3.5.1.2 During the contract period, no change is permitted in any terms or conditions unless the contractor receives written approval from the Purchase Bureau.

3.5.1.3 No dealer's accessories or options such as extended warranties or any other purchases, which are not specified in this RFP, shall be offered.

3.5.1.4 Trade-ins are not permitted under the term contract established as a result of this RFP.

3.5.1.5 Leasing of units is not permitted under the term contract resulting from this RFP.

3.5.1.6 **IMPORTANT NOTE:** An offer to sell non-contract unit against two or more purchase orders, one for the contract unit and one or more for non-contract options, constitutes a serious violation of the contract and shall be the basis for termination of the contract and debarment or suspension of the contractor from contracting with the State of New Jersey pursuant to NJAC 17:12-6 et seq. and may disqualify the contractor from award of future State contracts.

3.5.1.7 Sales literature and color charts shall be made available to agencies and NJ State inspectors on an "as requested" basis.

3.5.2 The State reserves the right to communicate with the contractor and request any information regarding contractor's obligations under the contract, and require acknowledgement of such communication from the contractor during the term of the contract and any extension(s) thereof. Failure to acknowledge within twenty-four (24) hours and provide the required information constitutes a contract violation.

3.5.3 Confirmation of Orders:

3.5.3.1 Verification of receipt of purchase order should be forwarded to each ordering agency for each order accepted.

3.5.3.2 through 3.5.3.4 Reserved.

3.5.3.5 Written confirmation shall mean that the contractor has received the purchase order, has reviewed it for compatibility with unit currently on contract, has resolved any non-compatibility problems with the ordering agency, has entered the order with the manufacturer and that the manufacturer has accepted the order.

3.5.3.6 A contractor shall not accept any purchase order on "will try" basis, unless instructed otherwise by the ordering agency in writing. If an order is not accepted for production by the manufacturer, the contractor shall return the purchase order with "canceled" marked on the purchase order with authorized signature next to it, unless instructed to accept on "will try" basis by the ordering agency in writing. No exception shall be permitted.

3.5.4 Inspection of Units:

3.5.4.1 It shall be the contractor's responsibility to make the following arrangements for the ordering agency inspection of each unit prior to the acceptance of the unit by the ordering agency. Prior to presentation for inspection, it shall be the contractor's responsibility to pre-inspect each unit.

3.5.4.2 The contractor shall notify the ordering agency by fax, that the vehicle is ready for inspection.

3.5.4.2.1 Subsequent to receiving proper fax notification, the inspector from the ordering agency shall arrive at the contractor's facility within five (5) working days. Upon arrival at the facility, the contractor will assign a mechanic, a runner and a delivery bay to the agency inspector. It is the contractor's responsibility to properly itemize, organize and segregate all vehicles intended for orders pertaining to the State of New Jersey. The above areas of responsibility must be accomplished in order to facilitate an expeditious and orderly inspection flow. This will also allow discrepancies to be corrected while the inspector is located at the contractor's facility.

3.5.4.3 Reserved.

3.5.4.4 Major reasons for rejection of units include, but not limited to:

- 3.5.4.4.1 Grinding noise in wheels (wheel bearings).
- 3.5.4.4.2 Improperly aligned wheels.
- 3.5.4.4.3 Damaged rims.
- 3.5.4.4.4 Any spare tire-rim not mounted on vehicle.
- 3.5.4.4.5 Leakage of oil.
- 3.5.4.4.6 Transmission leaking fluid at transmission cooler lines or transmission seals.
- 3.5.4.4.7 Leakage at rear end.
- 3.5.4.4.8 Leaking radiator.
- 3.5.4.4.9 Fuel leaks.
- 3.5.4.4.10 Restrictions in fuel system.
- 3.5.4.4.11 Leakage in any part of the exhaust system.
- 3.5.4.4.12 Improper anti-freeze level.
- 3.5.4.4.13 Excessively noisy brakes or excessive brake pedal travel.
- 3.5.4.4.14 Oil pan damage.
- 3.5.4.4.15 Windshield wipers inoperative.
- 3.5.4.4.16 Windshield washer not functioning properly.
- 3.5.4.4.17 Windshield washer fluid empty/bottle leaking.
- 3.5.4.4.18 Transmission malfunctions.
- 3.5.4.4.19 Lack of grease fittings in ball joints, U-joints, etc., if factory standard.
- 3.5.4.4.20 Horn blowing while driving or inoperative.
- 3.5.4.4.21 Gauges or dials missing/malfunctioning.
- 3.5.4.4.22 Vehicle pulls to one side.
- 3.5.4.4.23 Seat belts not operating properly.
- 3.5.4.4.24 Keys not working properly.
- 3.5.4.4.25 Door locks inoperative.
- 3.5.4.4.26 Oil dipstick missing or rust on dipstick.
- 3.5.4.4.27 Appropriate new vehicle inspection sticker not furnished on windshield.
- 3.5.4.4.28 Lights - running, turn, backup, brake, side indicators, and indicator lights not working properly.
- 3.5.4.4.29 Lenses missing on interior/exterior lights or water in lenses.
- 3.5.4.4.30 Any manufacturing deficiencies which permit water leakage into passenger compartment.
- 3.5.4.4.31 Windows not operating properly.
- 3.5.4.4.32 Vehicle not properly prepped in accordance with the manufacturer's pre-delivery specifications.
- 3.5.4.4.33 Vehicle not configured with all equipment and options specified in the contract and on the purchase order.
- 3.5.4.4.34 Body dents, scratches and other defects.
- 3.5.4.4.35 Body paint defects.
- 3.5.4.4.36 Water leak through roof.
- 3.5.4.4.37 Any defects in equipment installation.
- 3.5.4.4.38 Electrical system problem.

3.5.4.5 Inspected units which do not comply with these requirements will be rejected. All rejected items will be corrected and the corrected unit(s) will be presented for re-inspection within ten (10) working days. The ordering agency may cancel the purchase order if the contractor fails to correct any problem.

3.5.4.6 No additional freight or transportation charges are permitted under this contract.

3.5.5 Delivery and Final Acceptance:

3.5.5.1 All deliveries of unit(s) will be made as instructed by the ordering agency, during working hours, except on legal holidays.

3.5.5.2 No unit will be accepted at the final delivery point without all supporting documentation and paperwork, completed and delivered with the unit(s), which include the certificate of origin, warranty, odometer/engine hour statement (if applicable), specified manuals, invoice and key sets. No unit(s) will be considered accepted until it has undergone final inspection at the delivery point.

3.5.5.3 Arrangements for the final inspection shall be made prior to delivery, by the contractor with the ordering agency. Delivered units will be inspected within five (5) working days. If a unit has been accepted, the warranty shall commence on the date of final acceptance, or if a unit has been rejected, the contractor will be notified. The notice will indicate the reason(s) for rejection. If rejected, the contractor will try to rectify the problem(s) at the ordering agency site. If problem(s) cannot be corrected at the agency site, the rejected unit must be removed by the contractor at its own expense. The contractor shall present the corrected unit for re-inspection within ten (10) working days. Again, no additional freight or transportation charges are permitted.

3.5.5.4 All delivered units must be clean both inside and outside. Manufacturer's standard items shall be provided, installed if applicable, by the contractor prior to delivery.

3.5.5.5 The manufacturer's certificate of origin will be made out to the State of New Jersey (or as instructed by the ordering agency, if the ordering agency is not a State agency), and presented at the time of delivery. Purchase order number must be indicated on the upper left hand corner. Do not furnish the New Jersey certificate of title (certificate of ownership). The ordering agency will title the unit upon receipt of the manufacturer's certificate of origin.

3.5.5.6 No advertising shall appear on any unit delivered under the terms of the contract.

3.5.6 Training: See 3.3.6.

3.5.7 Warranties:

3.5.7.1 Manufacturer's standard warranty will be supplied with each unit at the time of delivery and shall be in typed form. Warranty commences with the acceptance of the unit at the delivery site and following the final inspection.

3.5.8 Warranty Requirements:

3.5.8.1 Users of this contract should contact the contractor in cases where warranty service/repair is to be performed at a place other than the original place of purchase to arrange for a servicing dealer within a closer proximity to their location.

3.5.8.2 The contractor is responsible for any warranty service/repair, which will be at contractor's own expense. Events beyond contractor's control, such as lack of parts due to strikes and unforeseen acts of god shall constitute valid reasons for delay in making necessary repairs. However, the State shall make such determination.

3.5.8.3 The contractor is to provide the appropriate forms, for completion of the delayed entry warranty by the ordering agency.

3.5.9 Payment:

3.5.9.1 Invoices will be processed for payment only after final acceptance of the unit(s) by the ordering agency. Partial payments may be made for unit(s) accepted, if billed separately. Timely payment discounts

will be taken if offered by the contractor. The State reserves the right to make payments directly or through a third party.

3.5.9.2 The State reserves the right to order units through a line of credit. For these orders, the contractor will receive a letter from the director in lieu of a purchase order. Line of credit letters must be accepted by the contractor on the same basis as regular purchase orders. All terms and conditions that apply to purchase orders will apply to line of credit letters. Payment for both purchase orders and line of credit letters will be processed in accordance with 4.5 and 4.6 of this RFP's standard terms and conditions.

3.5.10 Any complaint filed by the agency, through the Purchase Bureau's "Formal Complaint Report" (Form PB-36), will be thoroughly investigated. Ultimate resolution by the Director will be final and, if against the contractor, will become part of the contractor's vendor performance file, which may be considered in decisions relating to contract termination or in the evaluation of future bid proposals submitted.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder must follow instructions contained in this RFP and on the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The cover sheet (page 3) of this RFP shall be signed by an authorized representative of the bidder. However, if the bidder is a limited partnership, the cover sheet of this RFP must be signed by a general partner. If the bidder is a joint venture, the cover sheet of this RFP must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

Pricing and information sheets must be completed in their entirety. Failure to comply with this requirement may result in rejection of the bid proposal.

No changes or white-outs will be permitted on the specification sheets, unless each change is initialed and dated in ink by the bidder.

4.2 PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. State regulation mandates that late bid proposals are ineligible for consideration.

THE EXTERIOR OF ALL BID PROPOSAL PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME. (See RFP cover sheet).

4.3 NUMBER OF BID PROPOSAL COPIES

Each bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each bidder should submit **one (1) full, complete and exact copy** of the original. The copies requested are necessary in the evaluation of the bid proposal. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 PROPOSAL CONTENT

Reserved.

4.4.1 FORMS

4.4.1.1 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

4.4.1.3 AFFIRMATIVE ACTION

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a State contract.

4.4.1.4 RESERVED

4.4.1.5 BID BOND

Not applicable.

4.4.2 SUBMITTALS

4.4.2.1 PRODUCT LITERATURE, ETC.

The bidder is required to submit illustrated literature, warranty documents, manufacturer's specification sheets and all necessary data on the unit it proposes to furnish. All submittals shall be properly labeled, showing the bidder's name and bid number. The bidder should also provide manufacturer's drawing, schematics and blueprints, if available.

4.4.2.2 BIDDER DATA SHEET

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly note here that it is doing so:

1. Name of individual that may be contacted at all times if information, service, or problem solving is required by the Using Agency or the Purchase Bureau. This service shall be available at no additional charge.

Aubrey Hall
Sirchie Finger Print Laboratories/Vehicle Division
612 Gravelly Hollow Road, Medford, NJ 08055

Telephone #: 800-545-7375 Fax #: 609-654-7869

E-mail: aubreyhall@mindspring.com

2. Years of this individual's experience in servicing similar accounts: 20 years.

4.4.2.3 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly state here that it is doing so:

Supply the name(s) of present customers you are servicing for contracts of a similar size and scope to those required by this RFP. The State reserves the right to visit these locations and verify production.

Information provided by the contractor is on file, which will be made available upon request.

4.4.2.4 MANDATORY CONTRACTOR DATA SHEET - TERMINATED CONTRACTS

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly state here that it is doing so:

Provide a list of contracts, if any, your firm has been terminated from during the last three years along with the reason that your contract was terminated. List name of contact person and phone number of the firm which terminated your firm's contract.

None.

4.4.2.5 RESERVED

4.4.2.6 FINANCIAL CAPABILITY OF THE BIDDER

If required by the State, the bidder shall provide proof of its financial capacity and capabilities to undertake and successfully complete the contract. To satisfy this requirement, the bidder shall submit a certified financial statement, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues, expense, profit or loss and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or if a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement. In addition, if required by the State, the bidder must submit a bank reference.

4.4.3 COST PROPOSAL

The bidder must submit its pricing using the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

4.4.4 METHOD OF BIDDING

4.4.4.1 There are two (2) price lines (see attached sheet), price lines 1 and 2 are grouped to create a single award. A bidder must bid on both price lines to be a qualified bidder. Failure to do so shall cause bid rejection. If a bid proposal is rejected, or determined to be non-responsive, for any price line item in a group, the entire bid proposal shall be rejected, or determined to be non-responsive. A bidder shall bid fixed price on both price lines.

4.4.4.2 Price lines are grouped for bid evaluation purposes only. Using agency shall be able to order price line 1 item only or price line 1 item with any other price line item(s). The contractor shall not offer any other price line item(s) alone, if price line 1 item is not ordered. Contract resulting from this RFP is not intended to be a parts contract.

4.4.4.3 The unit is specified in two parts: General Provisions (3.3) and Technical Provisions (3.4). Thus, price bid for the specified unit shall include, among other items (delivery, inspection, etc.), costs of General Provisions and Technical Provisions.

4.4.4.4 The Director may determine to reject any or all bid proposals, if the prices bid are deemed excessive and/or if doing so is in the best interest of the State.

4.4.4.5 Any missing or illegible price, or price correction or appearance of price alteration without bidder's qualifying initials shall cause the bid to be disqualified for that price line item and, in turn, the group that price line item is part of.

4.4.4.6 In a situation of conflicting unit price and total price bid, the unit price shall prevail.

4.4.4.7 Quantity (third column-"quantity") shown on each price line on the price sheet is for bid evaluation purposes only. (See 3.1)

4.4.4.8 **IMPORTANT NOTE:** The bidder must provide complete information on the unit offered, as required on the price line and throughout this RFP, and submit the required literature for that unit. If a bidder identifies the unit offered by denoting make, model and model year, as required on the price line, but does not provide the required literature, or provides the required literature, but does not identify the unit offered, the State reserves the right to request all information necessary to evaluate the bid from the bidder. The bidder must respond to such request within twenty-four (24) hours from the time the bidder is notified. If the information requested is not received within twenty-four (24) hours, the bid proposal will be rejected. A bid proposal which does not identify both the unit bid and does not include the required literature shall be rejected.

4.4.4.9 **IMPORTANT NOTE:** The bidder is strongly advised not to take any deviations or substitutions. Any material deviations shall result in rejection of the bid proposal as non-responsive.

4.4.4.10 All deviations or substitutions shall be neatly printed or typed. If no deviations or substitutions are taken, the word "none" shall be neatly printed or typed in the space provided. In the event no deviations or substitutions are noted, it will be concluded that the State will receive exactly what the specifications stipulate.

4.4.4.11 If the bidder takes any deviation or provides any substitutions, the bidder will make modifications to the descriptive literature included with the bid proposal and list those modifications in the corresponding spaces of the bid proposal. Failure to do so will mean the bidder intends to supply the particular item as specified in the RFP.

4.4.4.12 It is the responsibility of the bidder, when offering a substitute, to furnish proof via manufacturer's drawing, blueprints, specifications, certifications, etc., that such is equal or superior to the unit specified. No deviations or substitutions will be permitted after receipt of the bid proposal.

4.4.4.13 The State reserves the right to disapprove any deviation or substitution that is deemed not to be an equal.

4.4.4.14 Bid proposals may be withdrawn, modified, and re-submitted prior to bid opening. Modifications submitted in any other manner will not be considered. No bid proposal can be withdrawn after the bid opening without the State's approval to do so. The State may subject a bidder requesting bid withdrawal after bid opening to penalty for any damages incurred by the State for processing and evaluating the bid proposal.

4.4.4.15 Notwithstanding any other provision to the contrary, including the cooperative purchasing form included in this RFP (pbcop1, rev 8/96), any contract resulting from this RFP will be made available to quasi-State agencies, as defined in NJSA 52:27b-56.1. Bidders should note that all other non-State agencies will be precluded from using any contracts resulting from this RFP if the bidder does not agree in its bid proposal to extend the contract to these entities.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the Standard Terms and Conditions of the RFP [Appendix 1](#).

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the Standard Terms and Conditions, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

5.2 BUSINESS REGISTRATION

See Standard Terms & Conditions, [Appendix 1, Section 1.1](#).

5.3 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period shown on the cover sheet (page 3) of this RFP. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of three (3) one-year periods, by the mutual written consent of the contractor and the Director.

5.4 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than 120 days beyond the expiration date of the contract.

5.5 AVAILABILITY OF FUNDS

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes is made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the using agency.

5.6 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and signed by the contractor and the Director.

5.7 PROCEDURAL REQUIREMENTS AND AMENDMENTS

5.7.1 The contractor shall comply with procedural instructions that may be issued from time to time by the Director.

5.7.2 During the period of the contract, no contractual changes are permitted, unless approved in writing by the Director.

5.7.3 The State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

5.8 ITEMS ORDERED AND DELIVERED

The Using Agency[ies] are authorized to order and the contractor is authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agency reveals that item other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director in the termination of the contract or in the award of any subsequent contract. The Director may take such steps as are necessary to have the item returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

The contract involves items which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

5.9 RESERVED

5.10 REMEDIES FOR NON-PERFORMANCE

In the event that the contractor fails to comply with any contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code. In this event, the Director may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws.

5.11 THROUGH 5.13 RESERVED

5.14 PERFORMANCE BOND

Not applicable.

5.15 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1- 1.1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.16 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as listed in paragraph 3.19 of this RFP's standard terms and conditions, the contractor must provide, on a yearly basis, to the Purchase Bureau buyer assigned, a record of all purchases made by the non-State Agencies under its contract. This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume under contract, subtotaled by product.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement.

Contractors are encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to submit these mandated reports will be a factor in future award decisions.

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 EVALUATION CRITERIA

The following criteria, not in any particular order, will be used to evaluate each bid.

6.1.1 Compliance with this RFP's technical specifications.

6.1.2 Compliance with this RFP's terms and conditions.

6.1.3 Group price bid. Group price shall be a sum of total prices on all price lines in the group.

6.1.4 Past performance under State of New Jersey contracts.

6.1.5 Delivery schedule bid.

IMPORTANT NOTE: The State reserves the right to request any information necessary to carry out the bid evaluation, confirm that the bid proposal submitted is complete and accurate and/or clarify any ambiguity in the bid proposal. Bidders shall provide the required information within twenty-four (24) hours of notification of such request. Failure to do so may necessitate rejection of the bid proposal as non-responsive.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

A bidder may be required to give an oral presentation to the evaluation committee concerning its bid proposal. The evaluation committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the evaluation committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the evaluation committee in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 CONTRACT AWARD

6.3.1 A single award shall be made with reasonable promptness by written notice to that responsible bidder whose bid, conforming to the RFP, will be the most advantageous to the State, price and other factors considered.

6.3.2 The State reserves the right to cancel this RFP if it is in the best interest of the State to do so.

7.0 Reserved.